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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

AURIS HEALTH, INC. and
VERB SURGICAL, INC.,

Plaintiffs,

vs.

KALPITKUMAR GAJERA,

Defendant.

Case No. 21-cv-05337-SK (INT)

**STIPULATED TEMPORARY
RESTRAINING ORDER**

1 Plaintiffs Auris Health, Inc. (“Auris”) and Verb Surgical, Inc. (“Verb,” and together with
2 Auris, “Plaintiffs”) and Defendant Kalpitkumar Gajera (“Gajera” or “Defendant”) (collectively, the
3 “parties”), by and through their counsel, hereby stipulate as follows:

- 4 1. This Court has subject matter jurisdiction over this matter under 28 U.S.C. §§ 1331 and
5 1367, and 18 U.S.C. § 1836. This Court has supplemental jurisdiction over the state law
6 claims asserted herein because they are related to, arise from a nucleus of operative facts as,
7 and are part of the same case and controversy as Plaintiffs’ federal claim. Venue is proper in
8 this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or
9 omissions giving rise to Plaintiffs’ claims occurred in this District.
- 10 2. Auris and Verb filed a Complaint on July 12, 2021, alleging that Gajera misappropriated
11 Plaintiffs’ trade secrets in violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836 *et seq.*
12 and the California Uniform Trade Secrets Act, Civil Code § 3426 (“Complaint”). Plaintiffs
13 also alleged that Gajera breached his Employee Confidential Information and Inventions
14 Assignment Agreement (“Agreement”).
- 15 3. Gajera generally denies having misappropriated Plaintiffs’ trade secrets and breaching his
16 Agreement.
- 17 4. Gajera shall comply with his continuing obligations under the Agreement, attached as
18 Exhibit A, including, but not limited to, refraining from disclosing, using, lecturing upon, or
19 publishing any of Plaintiffs’ Confidential Information (as defined in the Agreement).
- 20 5. Pursuant to the parties’ protocol attached hereto as Exhibit B (“Protocol”) – and without
21 waiving his rights under California Code of Civil Procedure section 2019.210 – Gajera shall
22 present for inspection by Plaintiffs’ forensic experts any devices, property, equipment,
23 computer, server, e-mail account, or system within his custody or control that, to the best of
24 his recollection, contained or contains any of Plaintiffs’ Confidential Information.
- 25 6. Until the date when Gajera no longer has possession of, or access to, any of Plaintiffs’
26 Confidential Information pursuant to the Stipulated Protocol for Identification and
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- 1 Remediation of Plaintiffs' Information from Electronic Devices and Personal Accounts (or
2 otherwise), Gajera agrees that he will not resume work for Noah Medical.
- 3 7. The parties shall preserve all records and information, including that stored in electronic
4 format, which relate to the allegations in the Complaint.
- 5 8. Failure to comply with this Stipulated Temporary Restraining Order would cause the non-
6 breaching party irreparable harm.
- 7 9. Entry of this Order shall not be taken as an admission by Gajera that any violation has in fact
8 occurred and will not constitute any finding on the merits of the underlying Complaint (nor
9 will Plaintiffs ever argue that Gajera's stipulation to either this Order or the Protocol
10 somehow implies wrongdoing on his part).
- 11 10. In the event of an alleged breach of this Stipulated Temporary Restraining Order by any
12 party, the aggrieved party may seek to enforce this Stipulated Temporary Injunction Order in
13 this Court.
- 14 11. This Stipulated Temporary Restraining Order shall remain in effect until further order of the
15 Court.
- 16 12. The parties have reserved all other rights as to claims for attorneys' fees or costs.

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18 **IT IS SO STIPULATED**, through Counsel of Record.
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1 DATED: August 27, 2021

BLANK ROME LLP

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3 By: /s/ Leigh Ann Buziak

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10 MOBILITY LEGAL PC

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12 By: /s/ David R. Burt

13
14 David R. Burt
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15 *Attorneys for Defendant*
16 *Kalpitkumar Gajera*

17 **ATTESTATION**

18 I, Leigh Ann Buziak, am the ECF User whose identification and password are being used to
19 file Stipulation for Temporary Restraining Order filed concurrently herewith. Pursuant to Local
20 Rule 5-1(i)(3), I hereby attest that counsel for Defendant Kalpitkumar Gajera has concurred in the
21 filing of the Stipulation for Temporary Restraining Order, filed concurrently herewith.
22

23 DATED: August 27, 2021

BLANK ROME LLP

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25 By: /s/ Leigh Ann Buziak
26 Leigh Ann Buziak

1 **IT IS ORDERED** that the forgoing Stipulated Order is approved and entered as an Order of
2 the Court.

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4 Dated: 8/30/2021


UNITED STATES DISTRICT JUDGE